

JPA File No.: 07-098 I
AG Contract No.: P001 2007 003245
Project No.: 074 MA 29
Project: Traffic Signal
Section: SR 74 @ Archery Road
TRACS No.: HX211 01C
Budget Source Item No.: 71208

INTERGOVERNMENTAL AGREEMENT

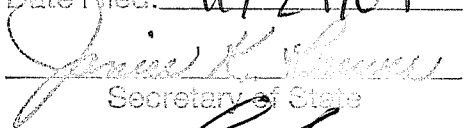
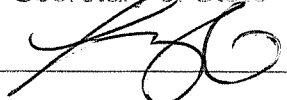
BETWEEN
ARIZONA DEPARTMENT OF TRANSPORTATION
AND
ARIZONA GAME AND FISH COMMISSION

THIS AGREEMENT is entered into this date November 29th, 2007, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between ARIZONA DEPARTMENT OF TRANSPORTATION ("ADOT") and the THE ARIZONA GAME AND FISH COMMISSION, hereinafter referred to as the "Commission." The terms "DEPARTMENT" and "DIRECTOR" in this Agreement shall mean the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission. ADOT and the Commission are collectively referred to as "Parties".

I. RECITALS

1. ADOT is empowered by Title 28, Arizona Revised Statutes, and A.R.S. § 28-401 to enter into this Agreement and provide funding for a traffic signal on a state highway, and ADOT has delegated to the undersigned the authority to execute this Agreement on behalf of ADOT.
2. The Commission is empowered by A.R.S § 17.231.B.7 to enter into this agreement for the purpose of spending funds related to the construction or operation of Game and Fish facilities.
3. Incident to the construction of a new DEPARTMENT facility, the Commission and ADOT agree to participate in the financing of the construction of a new traffic signal on SR 74 at a T-intersection on Archery Road, MP 29. This signal is at the entry into the new DEPARTMENT facility. Construction of the signal will be administered by the Commission, and ADOT will contribute two-thirds (2/3) of the signal construction costs, hereinafter referred to as the "Project."

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 29448
Filed with the Secretary of State
Date Filed: 11/29/07

Secretary of State
By: 

II. SCOPE OF WORK

1. The Commission shall:

- a. Upon execution of this Agreement, become the designated agent for ADOT.
- b. Prepare and provide design plans to ADOT standards, specifications and other such documents and services required for the construction bidding and construction of the Project, incorporating ADOT comments as appropriate.
- c. Advertise for bids and award one or more construction contract(s) to accomplish the Project. Administer the construction contract(s) to accomplish the Project, including making all payments to contractor(s). Be responsible for contractor or consultant claims for additional compensation caused by the Project delays attributable to the Department.
- d. Upon completion of the Project, invoice ADOT for two-thirds (2/3) of total actual Project costs, currently estimated at \$165,000.00, under this Agreement. Request for payment shall be submitted using ADOT's Progress Payment Report form. Electronic forms can be requested through the Joint Project Administration, at the address provided in Section III. Submit a completed (Commission's portion) Interagency Transfer Form to ADOT, along with an invoice. The provisions of Arizona Revised Statutes § 35-148.A are applicable to this Agreement.
- e. Upon Project completion, be responsible for electrical costs to operate the traffic signal and ancillary equipment.

2. ADOT shall:

- a. Review design plans associated with the Project, coordinating with the Department on any changes or comments.
- b. Be responsible for contractor or consultant claims for additional compensation caused by the Project delays attributable to ADOT.
- c. Upon completion of the Project, and upon receipt and approval of an invoice from the Department for the Project, complete and process the Interagency Transfer Form also received from the Department. Complete the payment to the Department for two-thirds (2/3) of the total costs associated with the Project, currently estimated at \$165,000.00.
- d. Provide access to the ADOT Progress Payment Report form to facilitate payments by ADOT to the Commission.
- e. Upon completion of the Project, provide routine and emergency maintenance to signal and ancillary equipment.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements provided herein.. Should the Department fail to provide electrical power for said Project, it is understood and agreed that ADOT shall not be obligated to provide electrical power as referenced herein.

2. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but

not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation (ADOT)
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Arizona Game and Fish Department
Attn: Joseph Currie
2221 W. Greenway Road
Phoenix, Arizona 85023
(602) 789-3867
(602) 789-3926 Fax

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. **Illegal Immigration:** The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

10. **Non-Availability of Funds:** Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

11. **Other Agreements:** This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

12. **Compliance with Applicable Law:** All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

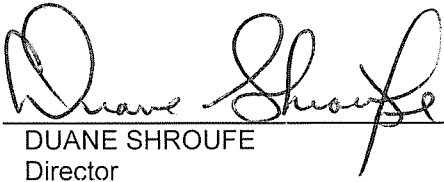
13. **Severability:** In the event that any such provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

14. Integration: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

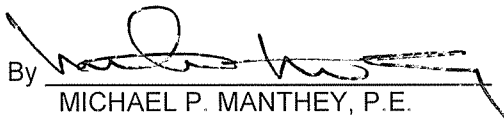
15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ARIZONA GAME AND FISH DEPARTMENT

By 
DUANE SHROUFE
Director

**ARIZONA DEPARTMENT OF
TRANSPORTATION**

By 
MICHAEL P. MANTHEY, P.E.
State Traffic Engineer

G:\JPA 07-033 Arizona Game and Fish Department SR 92 catchments mitigation
Initial draft 4/27/07 ghc
Revised draft 5/23/07 ghc
Final Revision; discussion with G&F. 7/27/07 ghc
Final2 10/22/07 ghc

JPA 07-098 I

ATTORNEY APPROVAL FORM FOR THE ARIZONA GAME AND FISH COMMISSION

I have reviewed the above referenced Intergovernmental Agreement between the ARIZONA DEPARTMENT OF TRANSPORTATION and the ARIZONA GAME AND FISH COMMISSION, an Agreement among public agencies which has been reviewed pursuant to A.R.S. § 11-951 through § 11-954, and declare this Agreement to be in proper form and within the powers and authority granted to the ARIZONA GAME AND FISH COMMISSION under the laws of the State of Arizona.

No opinion is expressed as to the authority of ADOT to enter into this Agreement.

DATED this 31ST day of OCTOBER, 2007.



Attorney for Arizona Game and Fish Commission

**CERTIFIED COPY OF ACTION
BY THE ARIZONA GAME AND FISH COMMISSION**

5. Consent Agenda

b. Cost Share Agreement with ADOT for Signalization at the New Headquarters Entry

Presenter: Mark Weise, Development Branch Chief

The Department has been working with ADOT on a cost share opportunity relating to the traffic signalization at the intersection of Archery Drive and Interstate 74 (the entry to the new headquarters complex). Under the agreement the Department assumes responsibility for engineering/design and must comply with all required permitting procedures. Upon Project completion, ADOT will reimburse the Department for two-thirds the cost of the signalization, estimated to be approximately \$165,000.

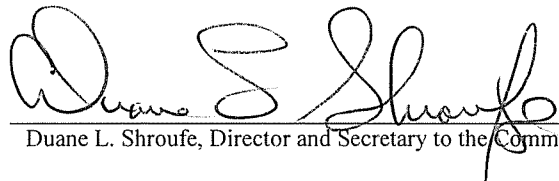
The Department recommended that the Commission VOTE TO APPROVE THE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH ADOT PERTAINING TO THE COST OF SIGNALIZATION AT THE NEW HEADQUARTER'S ENTRY OFF OF CAREFREE HIGHWAY.

Amended Motion: Hernbrode moved and Martin seconded THAT THE COMMISSION VOTE TO APPROVE ITEMS 5A, 5B, AND 5C.

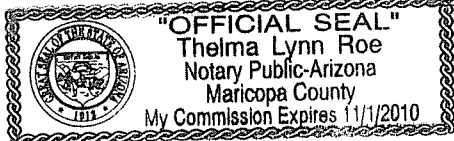
Vote: Unanimous
McLean absent

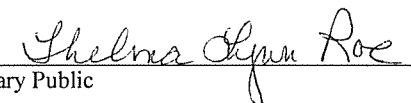
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The foregoing is a copy of action taken by the Arizona Game and Fish Commission at a public meeting held on October 19-20, 2007, at the Sheraton Crescent Hotel, 2620 W. Dunlap, Phoenix, Arizona 85021.


Duane L. Shroufe, Director and Secretary to the Commission

Sworn and subscribed before me this 29th day of October 2007.




Notary Public

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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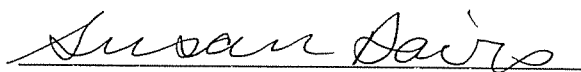
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007003245 (**JPA 07-098-I**), an Agreement between public agencies, i.e., Arizona Department of Transportation and Arizona Game and Fish Commission, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 19, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:93915
Attachment